

A. G. Contract No. KR890324TRD
ECS FILE: IGA 89-12
Project: H2670 01C
Section: US 89 - Town of Florence

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF FLORENCE

THIS AGREEMENT is entered into May 17, 1989, pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the Town of Florence, acting by and through its Town Council, (the "Town").

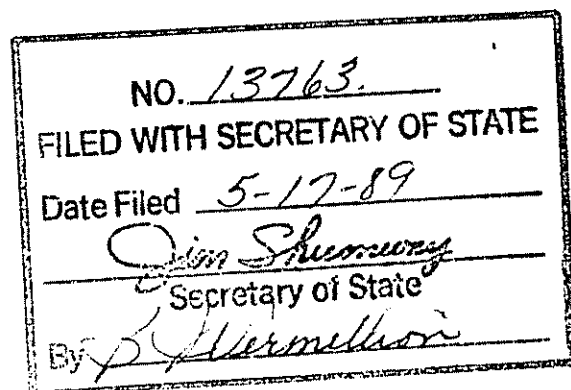
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 and Town Code No. 2 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. It is to the mutual advantage of the State and the Town to landscape certain areas within the right of way on U.S. Route 89 at the following location:

From centerline roadway station 88+00 to centerline roadway station 113+50, a net distance of approximately 0.48 miles.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare plans for the landscaping and irrigation project and submit them to the Town for approval.

2. After Town approval of the plans, the project will be constructed by the State, using State funds. Upon completion of the work, the Town shall reimburse the State 25 percent of the landscape contract costs.

3. The Town shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The Town shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at Town expense.

5. After construction, the Town shall maintain the landscaping and irrigation system and shall furnish all electrical power necessary to maintain the landscaping within the right of way.

6. The Town hereby agrees to maintain the landscaping and irrigation system in an attractive manner, as it was designed and approved by the State; and the Town will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the State's "Uniform Traffic Control Requirements."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. This agreement shall remain in full force and effect for a period of one (1) year from the effective date. Thereafter, this agreement will be automatically renewed for successive periods of one year unless terminated by either party upon ninety days' written notice to the other party. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled by the Governor in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Roadside Development Services
205 South 17 Avenue, Room 228E
Phoenix, AZ 85007

Town of Florence
Town Manager
133 N. Main Street
Florence, AZ 85232

7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF FLORENCE

STATE OF ARIZONA

Department of Transportation

By William H. Freeman
Title MAYOR


By GARY K. ROBINSON
GARY K. ROBINSON
Chief Deputy State Engineer

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RESOLUTION

BE IT RESOLVED on this 17th day of February 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Florence for the purpose of landscape maintenance.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.


CHARLES L. MILLER, Director
Arizona Department of
Transportation

RESOLUTION NO. 318

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL, OF THE TOWN OF FLORENCE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, A. G. CONTRACT NO. KR890324TRD, FOR LANDSCAPING OF U. S. ROUTE 89, AND DECLARING AN EMERGENCY.

WHEREAS, it is in the mutual best interest of the Town of Florence and State of Arizona to landscape U. S. Route 89 within the boundaries of the Town of Florence; and

WHEREAS, the Arizona Department of Transportation has agreed to do a portion of the same in cooperation with the Town as provided in A. G. Contract No. KR890324TRD; and

WHEREAS, the State of Arizona requires the adoption of a formal Resolution, by the Town Council authorizing the Mayor of the Town to execute said contract; and

WHEREAS, the contract has been reviewed and approved by both the Town Council and Town Attorney; and

WHEREAS, it is necessary for the preservation of the peace, health and safety of the Town of Florence, Arizona, an emergency is declared to exist, and this Resolution be effective immediately upon its passage and adoption;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF FLORENCE, ARIZONA:

THAT the Mayor is authorized to execute any and all documents required to effectuate the landscaping project as provide in A. G. Contract No. KR890324TRD.

PASSED AND ADOPTED BY THE Mayor and Common Council of the Town of Florence, Arizona, this 20 day of March, 1989.

APPROVED this 20 day of March, 1989, by the
affirmative vote of three fourths of the members of the Common
Council of the Town of Florence, Arizona.

William H. Freeman, Jr.
William H. Freeman, Jr., Mayor

ATTEST

Laura Lopez
Laura Lopez, Town Clerk

John R. Wilgermuth
John R. Wilgermuth, Town Attorney



Law office of the WILDERMUTHS

TOM I. WILDERMUTH
JOHN R. WILDERMUTH

EDMOND J. BRASH
OF COUNSEL

March 20, 1989

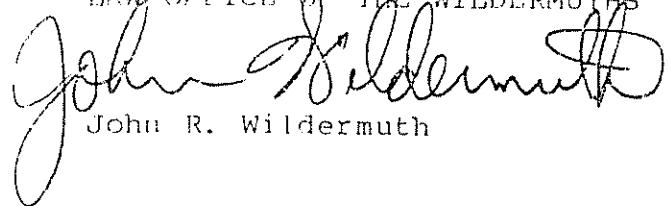
Re: ADOT Landscape Agreement
A. G. Contract No. KR890324TRD
ESC File: IGA 89-12
Project: H2670 01C
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To Whom It May Concern:

This is to advise you that I have read and reviewed the Intergovernmental Agreement between the State of Arizona and Town of Florence for the landscaping project on 80-89, and found the same to be acceptable.

Sincerely,

LAW OFFICE OF THE WILDERMUTHS


John R. Wildermuth

JRW:yn



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert W. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR890324TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 11th day of May, 1989.

ROBERT W. CORBIN
Attorney General

James R. Redmond
Assistant Attorney General
Transportation Division